

## Backpack Exchange User Agreement

Last Updated: February 14, 2024

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Welcome to Backpack Exchange!

The following terms and conditions, together with any other documents expressly incorporated herein (collectively, this “**Agreement**” or “**User Agreement**”) governs your (also referred to herein as “**you**”, “**User**,” or “**customer**”) use of the services provided by Trek Labs (as defined below) d/b/a Backpack Exchange (“**Backpack Exchange**,” “**we**,” “**us**,” or “**our**”) described below and such other services that may be offered by Backpack Exchange from time to time (collectively, “**Backpack Exchange Services**” or “**Services**”). By signing up to use a Backpack Exchange Account or using any Backpack Exchange Service, including the Backpack Exchange mobile application, Backpack Exchange’s APIs, or any Backpack Exchange website (collectively the “**Platform**”), you agree that you have read, understand, and accept all of the terms and conditions contained in this Agreement, including our Trading Rules, Privacy Policy and the Risk Disclosure Statement available at <https://support.backpack.exchange> (which are incorporated by reference into this Agreement), and you acknowledge and agree that you will be bound by and comply with this Agreement.

Do not register for an Account or use the Services if you do not understand and accept this Agreement in its entirety. You may have to agree to additional terms and conditions to use certain Additional Services (as defined below).

### 1. COMPANY OVERVIEW

Backpack Exchange operates entities around the world to provide its Services to customers. You acknowledge and agree that the Specified Services shall be provided to Users in the Applicable Jurisdictions by the applicable Service Provider, in each case as set forth in Schedule A. In such case, the Specified Services shall be provided to you by the applicable Service Provider on and subject to this Agreement, with references in these general terms to Backpack Exchange being read as references to the Service Provider specified in Schedule A, unless the context provides otherwise, and under no circumstances shall any other person, including any affiliate of the Service Provider, be liable to you for the performance of any of the Service Provider’s obligations under this Agreement.

All of the Service Providers are affiliates of Trek Labs Ltd, a company registered in the British Virgin Islands under the registration number 2120162 with its registered office at Ritter House, Wickhams Cay II, PO Box 3170, Road Town, Tortola, VG1110, British Virgin Islands.

## 2. IMPORTANT DEFINITIONS:

As used throughout this Agreement, the following terms have the following meanings

- **“Affiliate”** means, in relation to a party, any person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such party. A person shall be deemed to control another person if such person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other person, whether through the ownership of voting securities, by contract or otherwise;
- **“Applicable Laws”** means all laws, statutes, regulations, directives, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, mandatory codes of conduct, writs, orders, injunctions, judgments and any awards of other industrial instruments (collectively, the **“Law”**), which are applicable to the provision, receipt or use of the Services or any products or other deliverables provided, used or received in connection with the Services, including for the avoidance of doubt, the Laws of your principal place of business, residence and location of use of the Platform (e.g. for a resident of the United Arab Emirates, all Laws of the United Arab Emirates).
- **“Virtual Asset”** means any asset which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network that can be traded or transferred digitally, or used as an exchange or payment tool or for investment purposes including any digital representation of any other value as determined, from time to time, by Backpack Exchange or applicable authorities.
- **“Supported Virtual Asset”** means only those particular Virtual Assets which are listed and available to be traded on the Platform as set forth in this Agreement and as determined by Backpack Exchange from time to time in its discretion.

## 3. AMENDMENT OF THESE TERMS

We may amend or modify this Agreement at any time by posting the revised agreement on the Platform and/or providing a copy to you (a **“Revised Agreement”**). The Revised Agreement shall be effective immediately from the date of posting of the Revised Agreement on the Platform or a copy of the Revised

Agreement being provided to you. Your continued use of the Services after being notified of the Revised Agreement will be deemed as your acceptance of such Revised Agreement. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your Account (in accordance with the relevant provisions specified below).

#### **4. DISPUTE RESOLUTION**

PLEASE BE AWARE THAT SECTION 25 (CUSTOMER FEEDBACK, QUERIES, COMPLAINTS, AND DISPUTE RESOLUTION) CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND BACKPACK EXCHANGE. AMONG OTHER THINGS, THIS AGREEMENT INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. PLEASE READ SECTION 25 CAREFULLY.

#### **5. NO INVESTMENT ADVICE OR BROKERAGE**

For the avoidance of doubt, Backpack Exchange does not provide investment, tax, or legal advice, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. Backpack Exchange may provide on the Platform information about Supported Virtual Assets, as well as Virtual Assets not supported by Backpack Exchange, in order to assist users in learning more about Virtual Assets in general. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. Such information is provided for general educational/informational purposes only, and not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the Platform's content as such. Backpack Exchange does not recommend that any Virtual Asset should be bought, earned, sold, or held by you. Backpack Exchange will not be held responsible for the decisions you make to buy, sell, or hold Virtual Assets based on the information provided by Backpack Exchange or otherwise.

Backpack Exchange is not your broker, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities effected by you using the Services.

#### **6. ACKNOWLEDGEMENT OF RISK**

The value of Virtual Assets can increase or decrease and there can be a substantial risk that you lose money buying, selling, holding, or investing in Virtual Assets. The Risk Disclosure Statement specifies the material risks associated with the Services, Supported Virtual Assets and Virtual Assets in general. You

hereby agree that you have read and understood the risk warnings set out in this clause 6 together with the Risk Disclosure Statement.

- accounts and value balances of Virtual Assets are not subject to Federal Deposit Insurance Corporation (“**FDIC**”) or Securities Investor Protection Corporation protections;
- legislation and regulation (or lack thereof) of Virtual Assets or Virtual Asset trading platforms can change at any time which may adversely affect the use, transfer, trade, and/or value of Virtual Assets;
- once executed, a Virtual Asset transaction may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable;
- some Virtual Asset transactions shall be deemed to be made when recorded on a public ledger (e.g., a blockchain), which is not necessarily the date or time that the customer initiates the transaction;
- the value of Virtual Assets may be derived from the continued willingness of market participants to trade fiat currency for Virtual Assets, which may result in the potential for permanent and total loss of value of a particular Virtual Asset should the market for Virtual Assets collapse;
- there is no assurance that a person who accepts a Virtual Asset as a payment today will continue to do so in the future;
- the volatility and unpredictability of the price of Virtual Assets relative to fiat currency may result in significant loss over a short period of time;
- the value of a particular Virtual Asset may fall at any time, if, for example a new, better Virtual Asset is created or software developers make unexpected changes to how the Virtual Asset works;
- as Virtual Assets are digital currency and therefore intangible, this means that like any other digital system, Virtual Assets are at risk of fraud, cyber attacks, and being affected by technical problems or difficulties which could result in you losing your Virtual Assets or delaying or preventing your ability to access or use them; and
- any bond, custodial, trust, or other similar account maintained by Backpack Exchange for the benefit of its customers may not be sufficient to cover all losses incurred by its customers.

You should consult your financial advisor or legal or tax professional regarding your specific situation and financial condition and carefully consider whether trading or holding Virtual Assets is suitable for you. In entering into any transaction, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of such transaction and the underlying Virtual Asset. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction entered into on the Platform or any underlying Virtual Asset.

## 7. ACCOUNT SETUP

**7.1 Eligibility.** By registering to use a Backpack Exchange Account, you represent and warrant that:

**7.1.1** If you are an individual:

- you are at least 18 years of age or such other minimum age required by Laws of your principal place of residence;
- have the capacity to accept this Agreement;
- have not been previously suspended or removed from access to the Services or any other service or product offered by Backpack Exchange or any of its Affiliates;
- You do not have an existing Backpack Exchange Account;
- you are not resident, located in or otherwise attempting to access the Platform or the Services from a Restricted Location. For the purposes hereof, "Restricted Location" means any location where Backpack Exchange is not made available including without limitation any sanctioned jurisdiction and such other locations as specified by Backpack Exchange from time to time; and
- are otherwise eligible to use the Services under Applicable Law; and
- if you act as an employee or agent of a legal entity, and enter into this Agreement on their behalf, that you have all the necessary rights and authorizations to bind such legal entity and to access and use the Platform and Services on behalf of such legal entity.

**7.1.2** If you are registering to use the Services on behalf of a legal entity, then:

- you are duly authorized by such legal entity to act on its behalf for the purpose of entering into this Agreement;
- the legal entity is duly organized and validly existing under the Laws of the jurisdiction of its organization;
- the legal entity is not located in a Restricted Location; and
- the legal entity has not been (and each of its Affiliates have not been) previously suspended or removed from access to the Services or any other service or product offered by Backpack Exchange or any of its Affiliates and is otherwise eligible to use the Services under Applicable Law.

In such a case, "you", "User," or "customer" will refer to such legal entity.

**7.1.3** You have not: violated, been fined, debarred, sanctioned, the subject of economic sanctions-related restrictions, or otherwise penalised under, received any oral or written notice from any government concerning actual or possible violation by you under, or received any other report that you are the subject or target of sanctions, restrictions, penalties, or enforcement action or investigation under, any Laws (including but not limited to anti-money laundering (“AML”) and counter-terrorist financing (“CTF”), market abuse, financial crime, anti-corruption, or economic sanctions Laws).

**7.1.4** You will not be using the Services for any illegal activity including but not limited to any Restricted Activities (as defined below).

## **7.2 Registration of Backpack Exchange Account.**

**7.2.1** You must register for a Backpack Exchange account to use the Services (an, “Account”).

**7.2.2** You will need to complete certain verification procedures before you are permitted to use the Services. By registering or using an Account, you agree and represent that you have created your Account and you will use your Account only for yourself, and not on behalf of any third party, unless you have obtained prior written approval from Backpack Exchange.

## **7.3 General.**

**7.3.1** You may register for only one Account.

**7.3.2** You are fully responsible for all activity that occurs under your Account.

**7.3.3** We may, for any reason and in our sole discretion, refuse to open an Account, suspend or terminate any Account, suspend or terminate the trading or sending of Virtual Assets from your Account, or suspend or terminate your access to the Services. Please see Section 11 below for more information.

**7.3.4** There are certain features which may or may not be available to you depending on your location and other criteria.

## **7.4 Customer Classification**

*(Applicable to customers who are residents of the UAE only)*

During the course of establishing a business relationship with you and thereafter, we may undertake a customer classification exercise and classify you as a Retail Investor, Qualified Investor or an Institutional Investor. A customer will be classified as a Retail Investor if they are not a Qualified Investor or an Institutional Investor.

1. A customer will be classified as a Qualified Investor if:

The customer is an individual:

- The individual is maintaining a cash holding of AED 500,000 supported by documentary proof of funds that illustrate relevant assets have remained, and will remain, liquid for a reasonable period of time and which shall be checked periodically; and
  - has relevant knowledge in respect of Virtual Assets.
2. Where the customer is a legal entity validly incorporated in the jurisdiction in which it is located, it is:
    - maintaining a cash holding of AED 500,000 supported by documentary proof of funds that illustrate relevant assets have remained, and will remain, liquid for a reasonable period of time and which shall be checked periodically; and
    - whose directors have relevant knowledge in respect of Virtual Assets.
  3. A customer will be classified as an Institutional Investor if such customer is:
    - any legal entity regulated by a competent financial services regulator in the jurisdiction in which it is located, including but not limited to the Central Bank of UAE, the UAE Securities and Commodities Authority, the Dubai Financial Services Authority of Dubai International Financial Center and the Financial Services Regulatory Authority of the Abu Dhabi Global Market,;
    - any Virtual Assets Service Provider (VASP);
    - any government with relevant knowledge in respect of Virtual Assets for the nature of the Virtual Asset activities to be provided;
    - any institution which performs the functions of a central bank; or
    - any multilateral agency with relevant knowledge in respect of Virtual Assets for the nature of the Virtual Assets activities to be provided.
  4. Backpack Exchange reserves the right to perform regular reviews of customer classification. You agree to notify Backpack Exchange of any change likely to affect your classification. If Backpack Exchange becomes aware, including through the review process, information received from you or by any other means, of any circumstances that in its reasonable opinion would warrant

reclassification, then Backpack Exchange may by written notice via the Platform reclassify you in the suitable user category.

#### **7.5 Consent to Access, Processing and Storage of Your Personal Data & Identity Verification.**

- During registration for an Account, or at any other time deemed necessary by Backpack Exchange, you agree to provide us with the information we request for the purposes of identity verification, providing Services to you, and the detection of money laundering, terrorist financing, fraud, market abuse or any other financial crimes, and permit us to keep a record of such information. You agree and undertake to provide complete, accurate, up-to-date and not misleading information for all required elements. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) and in some cases (where permitted by Law), special categories of personal data, such as your biometric information.
- You also agree to provide us, when registering your Account and on an ongoing basis, with any additional information we may request from time to time. In certain cases, we may require you to submit additional information about yourself, your business, your source of funds, your source of wealth or your transaction records, and complete other verification steps (such process, **“Enhanced Due Diligence”**). If any such information that you have provided to us changes, it is your obligation to update such information as soon as possible and provide such updates to us.
- Your access to the Services and the restrictions that apply to your use of the Services may be altered as a result of information collected about you on an ongoing basis. You consent to us accessing, processing and retaining any personal information you provide to us for the purpose of us providing Services to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection Laws, privacy Laws and regulations.
- You can withdraw your consent at any time by closing your Account with us. However, we may retain and continue to process your personal information if we reasonably believe it is necessary in order to comply with Laws. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You authorize us to make inquiries,

whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any Applicable Law, regulation, sanctions programs, legal process or governmental request.

- Further, you authorize your wireless carrier to use or disclose information about your Account and your wireless device, if available, to Backpack Exchange or its service provider for as long as you have an Account, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy [here](#) for more information on how we process your personal data and the rights you have in respect of this.

**7.6 DISCLAIMER.** YOU MAY ACCESS THE SERVICES USING THE PLATFORM OR OTHER MODES OF ACCESS AS BACKPACK EXCHANGE MAY PROVIDE FROM TIME TO TIME IN ITS DISCRETION. THE VIRTUAL ASSETS MARKET IS HIGHLY VOLATILE AND CERTAIN VIRTUAL ASSETS MIGHT FACE TECHNICAL DISRUPTIONS FROM TIME TO TIME. THEREFORE, ACCESS TO SERVICES MAY BECOME DEGRADED OR UNAVAILABLE DURING TIMES OF SIGNIFICANT VOLATILITY OR VOLUME, OR TECHNICAL DISRUPTIONS. THIS COULD RESULT IN SIGNIFICANT SUPPORT RESPONSE TIME DELAYS. ALTHOUGH WE STRIVE TO PROVIDE YOU WITH EXCELLENT SERVICE, WE DO NOT REPRESENT THAT THE PLATFORM OR THE SERVICES WILL BE AVAILABLE WITHOUT INTERRUPTION AND WE DO NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED, OR REMAIN OPEN. BACKPACK EXCHANGE SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM OR ARISING OUT OF DELAYS IN PROCESSING TRANSACTIONS, INABILITY TO EXECUTE TRANSACTIONS, OR LACK OF TIMELY RESPONSE FROM BACKPACK EXCHANGE CUSTOMER SUPPORT. FOR EXAMPLE, IF YOU ARE LOCKED OUT OF YOUR ACCOUNT, IT IS POSSIBLE THAT THE VALUE OR PRICE OF THE VIRTUAL ASSETS IN YOUR ACCOUNT MIGHT GO DOWN BEFORE YOUR ACCESS IS RESTORED. BACKPACK EXCHANGE SHALL NOT BE LIABLE FOR ANY ALLEGED LOSSES THAT YOU SUFFER FROM A DROP IN VIRTUAL ASSET VALUES OR PRICES.

## **8. SECURITY**

**8.1** To access your Account and the Services, you will need to use usernames, IDs, passwords and other security credentials (created by you or use features made available to you by Backpack Exchange for the purposes of enabling you to access your Account and the Services, such as API

keys (collectively, “**User Credentials**”). You are responsible for creating strong User Credentials. You are solely responsible for maintaining the confidentiality and security and any and all User Credentials. You are only permitted to access your Account using your own User Credentials. You must ensure that your Account is not used by any other third party and you must not share your User Credentials with any third party. You are solely responsible for all activity on your Account. You agree to notify Backpack Exchange immediately if you become aware of any breach of security, loss, theft or unauthorized use of your User Credentials, or unauthorized use of the Services via your Account, or any other breach of security regarding the Services. Backpack Exchange will not be liable for any loss or damage arising from your failure to protect your Account or your User Credentials. It is important that you regularly check your Account balances and your transaction history to ensure any unauthorized transactions or incorrect transactions are identified and notified to us at the earliest possible opportunity. Backpack Exchange reserves the right to suspend your ability to use the Services or close your Account if we suspect that the person logged into your Account is not you or we become aware of or suspect that there has been any breach of security, loss, theft or unauthorized use of your User Credentials.

**8.2** In order to access your Account and the Services, you must have the necessary equipment (such as a computer or smartphone) and access to the Internet. You are solely responsible for your own hardware used to access the Platform or the other Services and are solely liable for the integrity and proper storage of any data associated with the Services that is stored on your own hardware. You are responsible for taking appropriate action to protect your hardware and data from viruses and malicious software, and any inappropriate material. Except as provided by Applicable Law, you are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our Services. Neither Backpack Exchange nor any other Indemnified Party (as defined below) shall be liable to you: (i) in the event that your hardware fails, is damaged or destroyed or any records or data stored on your hardware are corrupted or lost for any reason; (ii) for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack; or (iii) for your use of the Internet to connect to the Services or any technical problems, system failures, malfunctions, communication line failures, high internet traffic or demand, related issues, security breaches or any similar technical problems or defects experienced.

## **9. ASSETS AND BALANCES**

**9.1 Wallet.** As part of your Account, Backpack Exchange will provide Users: (i) a hosted Virtual Asset wallet(s), each of which is an account for holding Supported Virtual Assets (“**Virtual Asset Wallet**”), and (ii) where permitted by applicable Laws, a hosted fiat wallet, which is an account for holding fiat funds (“**Fiat Funds**” and together with Virtual Assets, “**Assets**”). You hereby represent and warrant to

us that any Virtual Assets or Fiat Funds used by you in connection with the Services (including any Virtual Assets or Fiat Funds used to fund your Account) are either owned by you or that you are validly authorised to carry out transactions using such Virtual Assets or Fiat Funds, and that all transactions initiated with your Account are for your own account and not on behalf of any other person.

**9.2 Fiat Funds.** Where permitted under applicable laws, you can load Fiat Funds into your Account using your bank, credit card, or other forms of transaction supported by the Platform from time to time, provided that if you are a resident of the United Arab Emirates, you will not be able to deposit, hold, use or withdraw any Fiat Funds in or from your Account. Neither Trek Labs Ltd FZE nor Trek Labs, Inc. provides any services in Fiat Funds. Your fiat balance will not be credited to your Account until after the bank transfer has cleared, usually within three to five business days. The name on your linked bank account and your wire transfer must match the name verified on your Account. Your Fiat Funds are maintained in pooled custodial accounts at one or more third party financial institutions. Backpack Exchange will not use customer funds for its operating expenses or any other corporate purposes. Backpack Exchange's proprietary funds will not be co-mingled with customer's Fiat Funds.

**9.3 Virtual Asset Wallet.** Your Virtual Asset Wallet allows you to store, track, transfer, and manage your balances of Supported Virtual Assets. We securely store Virtual Asset private keys, which are used to process transactions, in a combination of online and offline storage. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate Virtual Asset Transfers (as defined below) in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such Virtual Asset Transfers.

**9.4 Supported Virtual Assets.** Your Virtual Asset Wallet is intended solely for proper use of Supported Virtual Assets as designated on the Platform. Under no circumstances should you attempt to use your Virtual Asset Wallet to store, send, request, or receive any assets other than Supported Virtual Assets. Backpack Exchange assumes no responsibility in connection with any attempt to use your Virtual Asset Wallet with Virtual Assets that we do not support. You acknowledge and agree that Backpack Exchange is not liable for any unsupported Virtual Asset that is sent to a wallet associated with your Account. Backpack Exchange may in its sole discretion terminate support for any particular Virtual Asset. If you do not sell or send such Virtual Asset off platform before Backpack Exchange terminates its support for such Virtual Asset, then Backpack Exchange may, in its discretion, remove such Virtual Asset from your Virtual Asset Wallet and credit your Account the equivalent market value of a Supported Virtual Asset or fiat currency minus transaction costs. To see the most current list of Supported Virtual Assets, please visit the Platform [here](#).

## 10. ADDITIONAL RISKS - OPERATION OF VIRTUAL ASSET PROTOCOLS

**10.1** Backpack Exchange does not own or control the underlying software protocols which govern the operation of Virtual Assets. Generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and do not guarantee the functionality or security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including “forks”) that may change the usability, functions, compatibility, value or even name of a given Virtual Asset. Such changes may result in multiple versions of a Virtual Asset and could lead to the dominance of one or more versions of a Virtual Asset (each, a “**Dominant Virtual Asset**”) and the partial or total abandonment or loss of value of any other versions of such Virtual Asset (each, a “**Non-Dominant Virtual Asset**”). Backpack Exchange shall use commercially reasonable efforts to, on becoming aware of a fork or similar event affecting a Supported Virtual Asset, evaluate its impact and publish notification and advice on the Platform. It is however your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by Backpack Exchange in determining whether to continue to use an Account for the affected Virtual Asset. Backpack Exchange will endeavor to provide you notice of its response to any material operating change; however, such changes are outside of Backpack Exchange’s control and may occur without notice.

**10.2** In the event of any fork or such operating changes, Backpack Exchange reserves the right to take such steps as may be necessary to protect the security and safety of Assets held on the Platform, including without limitation, temporarily suspending operations for the affected Virtual Asset(s). Backpack Exchange’s response to any fork or operating change is subject to its sole discretion and may include deciding not to support any new Virtual Asset, fork, or other actions. If Backpack Exchange, in its sole discretion, does not elect to support a fork of a given Virtual Asset, including the determination to support, continue to support or cease to support any Dominant Virtual Asset or Non-Dominant Virtual Asset, Backpack Exchange assumes no liability whatsoever for any losses or other issues that might arise from an unsupported fork of a Virtual Asset. You acknowledge and accept the risks of forks or operating changes to Virtual Asset protocols and agree that Backpack Exchange is not responsible for such forks or operating changes and not liable for any loss of value you may experience as a result of forks or such changes in operating rules. You acknowledge and accept that Backpack Exchange has sole discretion to determine its response to any fork operating change and that we have no responsibility to assist you with unsupported currencies or protocols. You further acknowledge and accept that Backpack Exchange has no responsibility to support new Virtual Asset forks or operating changes for Virtual Assets.

**10.3** The Platform does not generally offer support for the distribution of Virtual Assets based on a triggering fact or event, such as the possession of another Virtual Asset (each, an “**Airdrop**”), the provision of rewards or other similar payment for participation in a Virtual Asset’s protocol (“**Staking Rewards**”), or any other distributions or dividends that Users might otherwise be entitled to claim based on their use or possession of a Virtual Asset outside of the Platform (collectively, “**Virtual Asset Distributions**”). BACKPACK EXCHANGE MAY, IN ITS SOLE DISCRETION, ELECT TO SUPPORT ANY VIRTUAL ASSET DISTRIBUTION, BUT IS UNDER NO OBLIGATION TO DO SO AND SHALL BEAR NO LIABILITY TO USERS FOR FAILING TO DO SO, OR FOR INITIATING AND SUBSEQUENTLY TERMINATING SUCH SUPPORT.

**10.4** In the event of a fork of a Virtual Asset, we may be forced to suspend all activities relating to such Virtual Asset (including trades, deposits, and withdrawals) on the Platform for an extended period of time, until Backpack Exchange has determined in its sole discretion that such functionality can be restored (“**Downtime**”). This Downtime may occur at the time that a fork of a given Virtual Asset occurs, potentially with little to no warning. During such Downtime, you understand that you may not be able to trade, deposit, or withdraw the Virtual Asset subject to such fork. Backpack Exchange does not bear any liability for losses incurred during any Downtime due to the inability to trade or otherwise transfer Virtual Assets.

**10.5** Further, Backpack Exchange cannot prevent or mitigate attacks on blockchain networks and has no obligation to engage in activity in relation to such attacks. In the event of an actual or apparent attack, Backpack Exchange reserves the right to take (or to not take) actions, including, but not limited to, immediately halting trading, deposits and withdrawals for a Virtual Asset if we believe that the Virtual Asset’s network is compromised or under attack. If such an attack caused the Virtual Asset to greatly decrease in value, we may discontinue trading in such Virtual Asset entirely or elect to stop treating such Virtual Assets as a Supported Virtual Asset. Resolutions concerning deposits, withdrawals and User balances for a Virtual Asset that has had its network attacked will be determined on a case-by-case basis by Backpack Exchange in its sole discretion. Backpack Exchange makes no representation and does not warrant the safety of your Virtual Assets in the event of any such attacks, and you assume all liability for any lost value or stolen property.

**10.6 Supplemental Protocols Excluded.** Unless otherwise specifically announced on the Platform or as set forth in this Agreement, Supported Virtual Assets exclude all other protocols and/or functionality which supplement or interact with the Supported Virtual Asset. This exclusion includes but is not limited to: metacoins, colored coins, side chains, wrapped tokens, bridged tokens, or other derivative, enhanced, or forked protocols, tokens, or coins or other functionality, such as staking, protocol governance, and/or any smart contract functionality, which may supplement or interact with a Supported

Virtual Asset. Do not use your Account to attempt to receive, request, send, store, or engage in any other type of transaction or functionality involving any such protocol as the Platform is not configured to detect, secure, or process these transactions and functionality. Any attempted transactions in such items will result in loss of the item. You acknowledge and agree that other than as set forth in this Agreement supplemental protocols are excluded from Supported Virtual Assets and that Backpack Exchange has no liability for any losses related to supplemental protocols.

## **11. VIRTUAL ASSET CUSTODY AND TITLE**

**11.1 General.** All Supported Virtual Assets held in your Virtual Asset Wallet are custodial assets held by Backpack Exchange for your benefit, as described in further detail below.

**11.2 Ownership.** Title to Supported Virtual Assets shall at all times remain with you and shall not transfer to Backpack Exchange. All interests in Virtual Assets we hold for Virtual Asset Wallets are held for customers, are not property of Backpack Exchange, and are not subject to claims of Backpack Exchange's creditors. As owner of the Supported Virtual Assets in your Virtual Asset Wallet, you shall bear all risk of loss of such Supported Virtual Assets. Backpack Exchange shall have no liability for Supported Virtual Asset fluctuations or loss. None of the Supported Virtual Assets in your Virtual Asset Wallet are the property of, or shall or may be loaned to, Backpack Exchange. Backpack Exchange does not represent or treat assets in User's Virtual Asset Wallets as belonging to Backpack Exchange. Backpack Exchange may not grant a security interest in the Supported Virtual Assets held in your Virtual Asset Wallet. Except as required by Law, or except as provided herein, Backpack Exchange will not sell, transfer, loan, hypothecate, or otherwise alienate Supported Virtual Assets in your Virtual Asset Wallet unless instructed by you.

**11.3 Control and Customer Instructions.** You control the Virtual Assets held in your Virtual Asset Wallet. At any time, subject to outages, downtime, protocol requirements, time to conduct blockchain operations to fulfill your request, and other applicable policies, you may withdraw your Supported Virtual Assets by instructing Backpack Exchange to debit the applicable Supported Virtual Asset from your Virtual Asset Wallet and transfer the Virtual Asset to a different blockchain address. As long as you continue to hold Supported Virtual Assets with Backpack Exchange, Backpack Exchange shall retain control over electronic private keys associated with blockchain addresses operated by Backpack Exchange, including the blockchain addresses used to hold the Supported Virtual Assets credited to your Virtual Asset Wallet.

**11.4 Omnibus Accounts.** Backpack Exchange may use shared blockchain addresses, controlled by Backpack Exchange, to hold custody of customers' assets. However, Backpack Exchange maintains internal ledgers to maintain a record of the assets held by each user. Backpack Exchange shall have no obligation to create a segregated blockchain address for each user.

**11.5 NO INTEREST ON FIAT FUNDS OR VIRTUAL ASSETS.** NEITHER FIAT FUNDS NOR VIRTUAL ASSETS HELD ON BEHALF OF CUSTOMERS ARE ELIGIBLE FOR PAYMENT OF INTEREST.

**11.6 Balance and Transaction History.** You will be able to see your Fiat Funds and Virtual Asset balances using the Platform. You can also see your transaction history using the Platform, including the amount (and currency) of each transaction, and the date of each such transaction.

**11.7 Payment Services Partners.** Backpack Exchange may use third-party payment processor(s) to process any fiat fund payments, including but not limited to deposits or withdrawals from your Account. When you use such third-party payment processor(s), you agree to be bound by such third party's user agreement or terms of service.

## **12. VIRTUAL ASSET TRANSACTIONS**

**12.1 Order Book.** Backpack Exchange operates various central limit order books ("**Order Books**") on which you may place instructions to buy or sell a specified quantity of a Supported Virtual Asset ("**Orders**"), which will then be matched with the Orders of other customers. The Order types that Backpack Exchange may offer from time to time in its sole discretion include but are not limited to "market", "limit", "stop-loss limit", "stop-loss market", and "take profit limit" orders. Orders placed on the Order Book may be partially filled or may be filled by one or more Orders placed on the Order Book by other customers, depending on the trading activity on the Order Book at the time an Order is placed.

**12.2 Order Execution.** A transaction on the Platform may fail for several reasons including, without limitation, as a result of a change in prices, insufficient liquidity, or unanticipated technical difficulties. Backpack Exchange makes no representation or warranty that any transaction will be executed properly. Under no circumstances shall we be liable for any loss or injury suffered by a failure of a transaction to complete properly or in a timely manner. Further, we are in no way responsible for notifying you of a transaction failure, although you are able to see any such failures via your Account. You have full responsibility for determining and inquiring into the failure of any transaction which you initiate.

**12.3 Spot Trade.** The Spot Trade function on the Platform also allows you to submit instructions (“**Spot Trade Instructions**”) to exchange (buy or sell) one spot Supported Virtual Asset for another. Each Spot Trade transaction is subject to the applicable Exchange Rate quoted for the given transaction and the applicable time limits for such quote. The “Exchange Rate” means the price of a given Supported Virtual Asset as quoted on the Platform. The Exchange Rate is stated either as a “Buy Price” or as a “Sell Price”, which is the price at which you may buy or sell the Supported Virtual Asset, respectively. The Exchange Rate quoted will depend on market conditions, and you are under no obligation to execute a Spot Trade transaction at any Exchange Rate quoted to you. You acknowledge that the Buy Price Exchange Rate may not be the same as the Sell Price Exchange Rate at any given time, and that there may be a ‘spread’ to the quoted Exchange Rate. You agree to accept the Exchange Rate when you authorize a Spot Trade transaction.

We do not guarantee the availability of any Exchange Rate and we do not guarantee that you will be able to buy and/or sell your Assets using Spot Trade or on the Order Book at any particular price or time.

**12.4 Reliance.** You are solely responsible for accurately entering any Order or Spot Trade Instruction, including but not limited to all the necessary information in order to enable us to carry out any Order or Spot Trade Instruction. Backpack Exchange is not obliged to verify the accuracy or completeness of any such information, Order or Spot Trade Instruction. You agree that any Order or Spot Trade Instruction received or undertaken through your Account shall be deemed to be final and conclusive, and that Backpack Exchange may act upon such Order or Spot Trade Instruction. Your Orders and Spot Trade Instructions shall be unconditional and shall be binding on you, and such Orders and Spot Trade Instructions may be acted or relied upon by us irrespective of any other circumstances. Each of your Orders and Spot Trade Instructions shall not be considered to be received by Backpack Exchange unless and until it has been received by our servers. Backpack Exchange’s records of all Orders and Spot Trade Instructions shall be conclusive and binding on you for all purposes. By submitting an Order or a Spot Trade Instruction, you hereby authorize Backpack Exchange to credit or debit the applicable assets from your Account in accordance with your Orders and Spot Trade Instructions. If you believe you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible at [support@backpack.exchange](mailto:support@backpack.exchange). It is important that you regularly check your Account and your transaction history to ensure you notify us as soon as possible of any unauthorized or incorrect transactions. Reporting an unauthorized transaction does not guarantee Backpack Exchange will be able to reverse the transaction or reimburse you for the transaction. We reserve the right not to effect any transaction if you have insufficient Assets in your Account.

**12.5 Volatility.** The Supported Virtual Assets available for purchase or sale through the Platform may be subject to high or low transaction volume, liquidity, and volatility at any time for potentially extended periods. You acknowledge that while Backpack Exchange uses commercially reasonable efforts to provide trading information to you through the Platform, the trading information we provide may differ from prevailing trading information made available by third parties. Similarly, the actual market rate at the time of your trade may be different from the indicated rates. You agree that you assume all risks and potential losses associated with price fluctuations or differences in any actual versus indicated exchange rates.

**12.6 Certain Transactions.** Backpack Exchange reserves the right to cancel, reverse or refuse to process any transaction, and to revoke access to your Account or the Platform, where Backpack Exchange suspects the transaction involves money laundering, terrorist financing, fraud, market abuse, or any other type of crime or if Backpack Exchange suspects the transaction relates to a prohibited use as stated in this Agreement. Backpack Exchange reserves the right to halt deposit or withdrawal activity at its sole discretion.

**12.7 LIABILITY FOR ORDERS.** UNDER NO CIRCUMSTANCES SHALL ANY OF THE INDEMNIFIED PARTIES BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES SUFFERED OR INCURRED BY YOU OR ANY OTHER PERSON ARISING FROM OR IN CONNECTION WITH ANY OF THE INDEMNIFIED PARTIES RELYING OR ACTING UPON ANY ORDER OR SPOT TRADE INSTRUCTION WHICH IS GIVEN OR PURPORTED TO BE GIVEN BY YOU, REGARDLESS OF THE CIRCUMSTANCES PREVAILING AT THE TIME OF SUCH ORDER OR SPOT TRADE INSTRUCTION.

**12.8 Transaction Limits.** The use of all Services may be subject to a limit on the amount of volume you may transact or transfer in a given period (e.g., daily). Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. If you wish to raise your limits beyond the posted amounts, you may submit a request at [support@backpack.exchange](mailto:support@backpack.exchange). Backpack Exchange reserves the right to change applicable limits, and to refuse to raise your limits, as we deem necessary in our sole discretion.

## **13. FEES**

**13.1 Pricing.** A schedule of Backpack's fees and the manner in which the fees are calculated is located at <https://support.backpack.exchange/en/articles/394945> ("**Fee Disclosures Page**"). All fees will be calculated, charged and deducted from the Virtual Asset in your Virtual Asset Wallet at the time a transaction is completed.

Backpack Exchange reserves the right to adjust its pricing and fees and any applicable waivers at any time by posting the updated pricing on the Fee Disclosures Page, which shall become effective 30 calendar days after the date of the posting of the updated pricing on the Fee Disclosure Page. Third party fees, such as bank fees, charged to Backpack Exchange are netted out of transfers to or from Backpack Exchange. You are responsible for paying any additional fees charged by your financial service provider. We will not process a transfer if associated bank fees exceed the value of the transfer. You may be required to deposit additional funds to cover bank fees if you desire to complete such a transfer.

## **14. VIRTUAL ASSET TRANSFERS**

**14.1 In General.** Your Virtual Asset Wallet enables you to send Supported Virtual Assets to, and request, receive, and store Supported Virtual Assets from, third parties by giving instructions through the Platform. Your transfer of Supported Virtual Assets between your other Virtual Asset wallets (including wallets off the Platform) and to and from third parties is a “**Virtual Asset Transfer.**” We recommend users send a small amount of Supported Virtual Assets as a test before sending a significant amount of Supported Virtual Assets.

**14.2 Pending Transactions.** Once a Virtual Asset Transfer is submitted to a Virtual Asset network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient to allow confirmation of the transaction by the Virtual Asset network. A Virtual Asset Transfer is not complete while it is in a pending state. Pending Virtual Asset Transfers that are initiated from your Account will reflect a pending transaction status and are not available to you for use on the Platform or otherwise while the transaction is pending.

**14.3 Inbound Virtual Asset Transfers.** When you or a third party sends Virtual Assets to your Virtual Asset Wallet from an external wallet not hosted on Backpack Exchange (“Inbound Transfers”), the person initiating the transaction is solely responsible for executing the transaction properly, which includes ensuring that the Virtual Asset being sent is a Supported Virtual Asset that conforms to the particular wallet address to which funds are directed, including any required Destination Tag/Memo. By initiating an Inbound Transfer, you attest that you are transacting in a Supported Virtual Asset that conforms to the particular wallet address to which funds are directed. For example:

- If you select an Ethereum wallet address to receive funds, you attest that you are initiating an Inbound Transfer of Ethereum alone, and not any other Virtual Asset such as Bitcoin or Ethereum Classic.

- If you select a Bitcoin wallet address to receive funds, you attest that you are initiating an Inbound Transfer of Bitcoin alone, and not any other Virtual Asset such as Bitcoin Cash or Ethereum.
- BACKPACK EXCHANGE INCURS NO OBLIGATION WHATSOEVER WITH REGARD TO UNSUPPORTED VIRTUAL ASSETS SENT TO AN ACCOUNT OR WITH REGARD TO SUPPORTED VIRTUAL ASSETS SENT TO AN INCOMPATIBLE VIRTUAL ASSET WALLET ADDRESS. IF YOU SEND UNSUPPORTED VIRTUAL ASSETS TO AN ACCOUNT OR SUPPORTED VIRTUAL ASSETS TO AN INCOMPATIBLE VIRTUAL ASSET WALLET ADDRESS, THEN YOU WILL LOSE THOSE VIRTUAL ASSETS IRRETRIEVABLY.

**14.4 Outbound Virtual Asset Transfers.** When you send Supported Virtual Assets from your Virtual Asset Wallet to an external wallet (“**Outbound Transfers**”), such transfers are executed at your instruction by Backpack Exchange. You should verify all transaction information prior to submitting instructions to us. Backpack Exchange shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address, incorrect Destination Tag/Memo, or if you send your Supported Virtual Assets to an incompatible wallet. We do not guarantee the identity or value received by a recipient of an Outbound Transfer. Virtual Asset Transfers cannot be reversed once they have been broadcast to the relevant Virtual Asset network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. Backpack Exchange does not control the Virtual Asset network and makes no guarantees that a Virtual Asset Transfer will be confirmed by the network. We may cancel or refuse to process any pending Outbound Transfers as required by Law or any court or other authority to which Backpack Exchange is subject in any jurisdiction, or where we reasonably believe it is required for us to comply with our legal, regulatory or compliance obligations. Further, applicable laws require us to collect information about recipients of your Outbound Transfers if your Outbound Transfers exceed certain thresholds prescribed by law, and we retain the right to refuse to process any Outbound Transfer until you provide such information that we may request. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further Services and/or before permitting you to engage in transactions beyond certain volume limits.

**14.5 Third Party Network Fees.** You acknowledge and agree that you may be required to pay network or miner’s fees in order for a Virtual Asset Transfer transaction to be successful. Insufficient network fees may cause a Virtual Asset Transfer to remain in a pending state on a decentralized network outside of Backpack Exchange’s control, and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and cannot reverse such transactions.

## 15. DATA PROTECTION AND SECURITY

**15.1 Personal Data.** You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated individuals (if you are an entity), in connection with this Agreement, or the Services. Accordingly, you represent and warrant that: (i) your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy Laws, and such data are accurate, up to date and relevant when disclosed; (ii) before providing any such personal data to us, you have read and understood our Privacy Policy located [here](#), and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of the Privacy Policy (as amended from time to time), to that individual; and (iii) if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

**15.2 Security Breach.** If you suspect that your Account or any of your User Credentials have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or Backpack Exchange (collectively a “**Security Breach**”), you must notify Backpack Exchange Support immediately at [support@backpack.exchange](mailto:support@backpack.exchange) and provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce or manage any Security Breach. Prompt reporting of a Security Breach does not guarantee that Backpack Exchange will reimburse you for any losses suffered or be liable to you for any losses suffered as a result of the Security Breach.

**15.3 Computer Viruses.** We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that text messaging and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Backpack Exchange. Always log into your Account through the Platform to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

**15.4 Password Security.** Any loss or compromise of your User Credentials and/or electronic devices you use to access the Services and/or your personal information may result in unauthorized access to your Account by third-parties and the loss or theft of any Virtual Assets and/or funds held in your

Account and any associated accounts, including your linked bank account(s) and credit card(s). You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. You should never allow remote access or share your computer and/or computer screen with someone else when you are logged on to your Account. Backpack Exchange will never under any circumstances ask you for your passwords or 2-factor authentication codes. We assume no responsibility for any loss that you may sustain due to compromise of User Credentials due to no fault of Backpack Exchange. We further assume no responsibility for your failure to follow or act on any notices or alerts that we may send to you. In the event you believe your account information has been compromised, contact Backpack Exchange Support immediately at [support@backpack.exchange](mailto:support@backpack.exchange).

## **16. API USE**

**16.1 API Use.** Subject to your compliance with this Agreement and any other agreement which may be in place between you and Backpack Exchange relating to your use of the API, Backpack Exchange grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license, to use the API solely for the purposes of trading on the Platform. You agree to not use the API or data provided through the API for any other purpose. You agree your access and use of the API shall be entirely at your own risk, and that Backpack Exchange will not be responsible for any liabilities that you incur as a result of the use of the API or actions you take based on the API. Backpack Exchange may, at its sole discretion, set limits on the number of API calls that you can make, for example, to maintain market stability and integrity. You acknowledge and agree that if you exceed these limits, Backpack Exchange may moderate your activity or cease offering you access to the API, each in its sole discretion. Backpack Exchange may immediately suspend or terminate your access to the API without notice if we believe you are in violation of this Agreement or any other agreement which may be in place between you and Backpack Exchange related to your use of the API.

## **17. INTELLECTUAL PROPERTY**

**17.1 Limited License.** All content included in or made available through the Services, Platform such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software (collectively, the “**Content**”) is the property of Backpack Exchange or its Affiliates or its licensors and protected by international copyright Laws. We grant you a limited, non-exclusive, non-transferable, non-sublicensable license, subject to the terms of this Agreement, to access and use the Services, Platform, and Content solely for purposes approved by Backpack Exchange from time to time. Any other use of the Services, Platform or Content is expressly prohibited and all other right,

title, and interest in the Services, Platform or Content is exclusively the property of Backpack Exchange and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of Backpack Exchange.

**17.2 Trademarks.** “Backpack”, “Backpack Exchange” and “backpack.exchange”, among others, , including without limitation, any graphics, logos, button icons, and service names included in or made available through the Platform or any Content, and all logos related to the Services or displayed on the Platform, are either trademarks or trade dress of Backpack Exchange or its licensors. You may not copy, imitate or use them without Backpack Exchange’s prior written consent for any purpose, including without limitation, in: connection with any product or service that is not authorized by Backpack Exchange; any manner that is likely to cause confusion among customers; or a way that disparages or discredits Backpack Exchange.

**17.3 Your Content.** Some Services let you share your own content (for example text, images, video, graphics, audio or other materials, “Your Content”). Before sharing Your Content through the Services, you represent that you own and control all of the intellectual property rights to Your Content (or that you have the necessary license rights to the content) and that Your Content is lawful. We reserve the right to remove Your Content at our discretion, without notice and without liability.

**17.4 Compliance with Laws.** You agree that all of Your Content posted on our Services must comply with all Applicable Laws, this Agreement and all policies applicable to your use of Services. If Your Content violates Applicable Laws, this Agreement, or our policies, we may remove it without notice. When you share Your Content on our Services, you may be asked to make disclosures, or label or categorize Your Content; failing to do so accurately may result in Your Content being removed. We also reserve the right to label or categorize Your Content and allow other users to label or categorize Your Content. How Your Content is labeled or categorized may affect how it is displayed by our Services.

**17.5 License to use Your Content.** When you share Your Content through the Services, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, perpetual, and transferable license to host, publish, display, perform, reproduce, copy, distribute, communicate, modify, reformat, translate, or otherwise use Your Content to operate, improve, develop, and promote our Services.

**17.6 Platform Content Accuracy.** Although we intend to provide accurate and timely information on the Platform, the Platform (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors.

In an effort to continue to provide you with as complete and accurate information as possible, Content may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Backpack Exchange Platform are your sole responsibility and we shall have no liability for such decisions. Information provided by third parties, including historical price and supply data for assets, is for informational purposes only and Backpack Exchange makes no representations or warranties to its accuracy. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Platform.

## **18. TAXES**

**18.1 Taxes.** The tax treatment of Virtual Asset transactions is uncertain, and it is your responsibility to determine what taxes, if any, arise from transactions using Services under this Agreement. Users are solely responsible for reporting and paying any applicable taxes arising from transactions using Services, and acknowledge that Backpack Exchange does not provide investment, legal, or tax advice governing these transactions. You understand that Backpack Exchange shall report information with respect to your transactions, payments, transfers, or distributions made by or to you with respect to your activities using Services to a tax or governmental authority to the extent such reporting is required by Applicable Law. Backpack Exchange also shall withhold taxes applicable to your transactions or to payments or distributions made or deemed made to you to the extent such withholding is required by Applicable Law. From time to time, Backpack Exchange shall ask you for tax documentation or certification of your taxpayer status as required by Applicable Law, and any failure by you to comply with this request in the time frame identified may result in withholding and/or remission of taxes to a tax authority as required by Applicable Law. You should conduct your own due diligence and consult your own tax advisors before making any decisions with respect to Virtual Asset transactions.

## **19. SERVICE LEVEL COMMITMENTS**

**19.1 Availability.** We do not represent that you will be able to access your Account or the Services 100% of the time. Your Account and the Services are made available to you without warranty of any kind, either express or implied. There are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information. This could result in the inability to trade on the Backpack Exchange Platform for a period of time and may also lead to time

delays. We may, from time to time, suspend access to your Account and the Services, for both scheduled and emergency maintenance.

**19.2 No Liability.** You acknowledge and agree that neither Backpack Exchange nor any other Indemnified Party shall have any liability to you or any third party for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Services or for delays or omissions of the Services, or for the failure of any connection or communication service to provide or maintain your access to the Services, or for any interruption in or disruption of your access or any erroneous communications between Backpack Exchange (or any other Indemnified Party) and you, regardless of cause.

**19.3 Variation of Services.** Backpack Exchange may determine not to make the Services, in whole or in part, available in every market, either in its sole discretion or due to legal or regulatory requirements. In addition, Backpack Exchange may determine not to make the Services, in whole or in part, available to you, depending on your location. If you travel to a Restricted Location, our Platform or Services may not be available and your access to the Platform and/or the Services may be blocked. You acknowledge that this may impact your ability to trade on the Platform and/or monitor any existing Orders or open positions or otherwise use the Services. You must not attempt in any way to circumvent any such restriction, including by use of any virtual private network to modify your internet protocol address.

## **20. ACCOUNT SUSPENSION AND CLOSURE**

**20.1 Suspension, Termination, and Cancellation.** Backpack Exchange may suspend, restrict, or terminate your access to any or all of the Services, and/or deactivate or cancel your Account, with immediate effect for any reason, including but not limited to where:

- Backpack Exchange is, in its reasonable opinion, required to do so by Applicable Laws or any court or other authority to which Backpack Exchange is subject in any jurisdiction;
- Backpack Exchange reasonably suspects that you have acted in breach of this Agreement or any other policy applicable to Users, including the Exchange Trading Rules or the Privacy Policy;
- You are in “default” under the Exchange Trading Rules;
- Backpack Exchange has concerns that a transaction is erroneous or suspects that the Platform or the Services are being used in a fraudulent or unauthorized manner;
- Backpack Exchange discovers that any of the information that you have provided to us is materially false or misleading;

- you become bankrupt or subject to any analogous insolvency procedure in any relevant jurisdiction;
- Backpack Exchange suspects money laundering, terrorist financing, fraud, market abuse or other financial crime;
- Use of your Account is subject to any pending litigation, investigation or government proceeding and/or Backpack Exchange perceives a heightened risk of legal or regulatory non-compliance associated with your Account; and/or
- You take any action that may circumvent our controls, such as operating multiple accounts or abusing promotions which Backpack Exchange may offer from time to time.

**20.2** In any other event, we will give you at least 7 days' notice of our intention to terminate this Agreement and close your Account.

**20.3** We reserve the right to restrict or refuse to permit withdrawals from your Account if your Account has been suspended or closed by us in accordance with this Agreement for legal, regulatory or compliance reasons, or if permitting any such withdrawal would be prohibited by Applicable Laws, including but not limited to applicable anti-money laundering or sanctions programs or a court order, or we have determined that the assets in your Account were obtained fraudulently. If we permit you to withdraw any Assets, such permission may be conditioned on your satisfactory completion of certain "know your customer" requirements and the steps set forth in Section 1 herein.

**20.4** You acknowledge that Backpack Exchange's decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria that are essential to Backpack Exchange's risk management and security protocols. You agree that Backpack Exchange is under no obligation to disclose the details of its risk management and security procedures to you.

**20.5** Backpack Exchange may temporarily suspend access to your Account in the event that a technical problem causes a system outage or Account errors until the problem is resolved.

**20.6** If you do not agree with any change, suspension, or discontinuance of any aspect of the Services, then your sole and exclusive remedy is to terminate your use of the Services and close your Account. You agree that neither we nor any other Indemnified Party shall be liable to you or any third party for any Losses (as defined below) suffered as a result of any such changes, suspensions, discontinuations or decisions.

**20.7** You may close your Account at any time upon written request to us at [support@backpack.exchange](mailto:support@backpack.exchange); provided, however, that you may not close your Account to evade an investigation or avoid paying any amounts otherwise due to Backpack Exchange. We encourage you to withdraw any remaining balance prior to requesting to close or cancel your Account. You will not be charged for canceling your Account, although you will be required to pay any outstanding amounts owed to Backpack Exchange, if any, including any fees incurred in converting one Virtual Asset to another Virtual Asset or to Fiat Funds, and any network fees incurred in any Virtual Asset Transfer. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

**20.8** BACKPACK EXCHANGE MAY DISCONTINUE OR CHANGE ANY PRODUCT, SERVICE, OR FEATURE, IN ITS SOLE DISCRETION, AT ANY TIME. WE WILL PROVIDE YOU WITH PRIOR NOTICE OF MATERIAL CHANGES, DISCONTINUATION, OR THE TRANSFER RELATED TO A PRODUCT, SERVICE, OR FEATURE, TO THE EXTENT REQUIRED OR APPLICABLE.

**20.9 Effect of Suspension, Termination, or Cancellation.** If your Account is terminated, the account and transactional information will be securely stored according to Applicable Law. If required by Applicable Law, Backpack Exchange will maintain full custody of the Virtual Assets and funds which may be turned over to governmental authorities in the event that the Account's suspension, termination, or cancellation arising from fraud investigations, investigations of violation of Applicable Law or violation of these Terms.

Notwithstanding that you or Backpack Exchange closes or deactivates your Account or terminates or suspends your access to and use of any Services, or the termination or expiry of this Agreement, you shall remain liable for all activity conducted with or in connection with your Account while it was open, and for all amounts due in connection with such activity.

## **21. UNCLAIMED PROPERTY; DEATH OF ACCOUNT HOLDER**

**21.1 Unclaimed Property.** If Backpack Exchange is holding customers' Fiat Funds or Virtual Assets and has no record of you accessing the Services for a prolonged period of time and is unable to contact you, Applicable Law may require Backpack Exchange to deliver any such Assets to the applicable state or jurisdiction as unclaimed property.

**21.2 Death of Account Holder.** For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your Account and during this time, no transactions may be completed until: (i) your designated fiduciary has

opened a new Account, as further described below, and the entirety of your Account has been transferred to such new account; or (ii) we have received proof in a form satisfactory to us that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, your designated fiduciary will be required to open a new Account in order to gain access to the contents of your Account. If you have not designated a fiduciary, then we reserve the right to (i) treat as your fiduciary any person entitled to inherit your Account, as determined by us upon receipt and review of the documentation we, in our sole discretion, deem necessary or appropriate, including (but not limited to) a will, a living trust or a small estate affidavit; or (ii) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Account.

## **22. RESTRICTED ACTIVITIES**

**22.1 Restricted Activities.** In connection with your use of the Services, you agree that you will not:

- violate or assist any party in violating any Applicable Laws or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of the Services or the Platform;
- provide Backpack Exchange or our Affiliates or service providers any false, inaccurate, incomplete, out-of-date or misleading information;
- infringe upon Backpack Exchange's or any third party's copyrights, patents, trademarks, or other intellectual property rights;
- engage in any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, other violent activities or any prohibited market practices;
- distribute unsolicited or unauthorized advertising or promotional material, written media releases, public announcements and public disclosures, junk mail, spam or chain letters;
- use a web crawler or similar technique to access our Services or to extract data;
- reverse engineer or disassemble any aspect of the Services or the Platform in an effort to access any source code, underlying ideas and concepts and algorithms;

- perform any unauthorized vulnerability, penetration or similar testing on the Services or the Platform;
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data or information;
- transmit or upload any material to the Platform that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- otherwise attempt to gain unauthorized access to or use of the Platform, other Backpack Exchange user accounts, computer systems, or networks connected to the Platform, through password mining or any other means;
- transfer or assign any rights granted to you under this Agreement;
- engage in any activity which, in our reasonable opinion, amounts to or may amount to market abuse including without limitation the carrying out of fictitious transactions or wash trades, front running or engaging in disorderly market conduct;
- engage in any behavior which is unlawful, violates this Agreement, or is otherwise deemed unacceptable by Backpack Exchange in its sole discretion; or
- assist, facilitate or encourage any third party in undertaking any activity otherwise prohibited by this Agreement.

(collectively, the “**Restricted Activities**”).

## **23. THIRD PARTY SERVICES**

**23.1 Third Party Services.** Backpack Exchange may provide certain services to you herein via third parties, such as Sum and Substance for the conduct of anti-money laundering, sanctions and “Know Your Customers” checks. In addition, Backpack Exchange may from time to time contract with other members of the Backpack Exchange group of companies for the provision of administrative, operational and marketing services.

**23.2 Third-Party Applications.** If, to the extent permitted by Backpack Exchange from time to time, you grant express permission to a third party to access or connect to your Account, either through the third party’s product or service or through the Platform, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your account. Further, you acknowledge and agree that you will not hold Backpack Exchange responsible for, and will indemnify Backpack Exchange from, any liability arising out of or related to any act or omission

of any third party with access to your Account. You may change or remove permissions granted by you to third parties with respect to your Account at any time through the tabs on the Account Settings page on the Platform.

## **24. APPLICABLE LAWS AND REGULATIONS**

**24.1 Compliance with Applicable Laws.** You agree and understand that by opening an Account and using the Services in any capacity, you shall act in compliance with all Applicable Laws. Failure to do so may result in the suspension of your ability to use the Services or the closure of your Account. Without limitation to the above, your access to and use of your Account and the Services, and the receipt of any fee discounts and rebates, is subject to your continued compliance with all Applicable Laws, including the rules and directions of any applicable regulatory authority and, without limitation, all applicable tax, anti-money laundering (“**AML**”) and counter-terrorist financing (“**CTF**”) Laws.

**24.2 AML and CTF procedures.** Our AML and CTF procedures are guided by all applicable rules and regulations regarding AML and CTF. These standards are designed to prevent the use of the Backpack Exchange Platform for money laundering or terrorist financing activities. We take compliance very seriously and it is our policy to take the necessary steps that we believe appropriate to prohibit fraudulent transactions, report suspicious activities, and actively engage in the prevention of money laundering and terrorist financing, any related acts that facilitate money laundering, terrorist financing or any other financial crimes.

**24.3 Export controls and Sanctions.** Your use of the Services and the Platform is subject to Applicable Laws including but not limited to export restrictions, end-user restrictions, antiterrorism Laws, and economic sanctions. By using the Services or accessing the Platform, including sending, receiving, buying, selling, trading, or storing any Virtual Assets, you agree that you will comply with all Applicable Laws. You are not permitted to acquire Virtual Assets or use any of the Services through the Platform if doing so would violate Applicable Laws, including but not limited to those of the United Arab Emirates, the United Nations Security Council, the United States (including prohibiting dealings with sanctioned persons identified by the U.S. Department of the Treasury’s Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons (“**SDN**”), or other U.S. non-SDN restricted or prohibited parties lists, and those prohibiting dealings with persons organized, resident, or located in comprehensively sanctioned jurisdictions), and/or any other applicable federal, state, municipal or local Law (each as amended from time to time).

**24.4 Blacklists.** Backpack Exchange reserves the right to “blacklist” certain addresses and freeze associated Assets (temporarily or permanently) that it determines, in its sole discretion, are associated with illegal activity or activity that otherwise violates this Agreement (“Blacklisted Addresses”). In the event that you send Assets to a Blacklisted Address or receive Assets from a Blacklisted Address, Backpack Exchange may freeze such Assets and take steps to terminate your Account. In certain circumstances, Backpack Exchange may deem it necessary to report such suspected illegal activity to applicable law enforcement agencies and other regulatory authorities, and you may forfeit any rights associated with your assets, including the ability to redeem or exchange your Virtual Assets for other Virtual Assets or fiat currency. Backpack Exchange may also freeze Assets held in your Account in the event that we receive a related order, direction or request from a legal or regulatory authority.

## **25. CUSTOMER FEEDBACK, QUERIES, COMPLAINTS, AND DISPUTE RESOLUTION**

**25.1 Contact Backpack Exchange.** If you have feedback, or general questions, contact us via our Customer Support at [support@backpack.exchange](mailto:support@backpack.exchange).

**25.2 Feedback.** You acknowledge and agree that any materials, including without limitation questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or commentary you provide to us or one of our social media accounts, regarding the Services (collectively, “Feedback”) that are provided by you, whether by email, posting to the Site or social channels, or otherwise, are non-confidential and will become the sole property of Backpack Exchange. Backpack Exchange will own exclusive rights, including all intellectual property rights, in and to such Feedback, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

**25.3 Complaint Process.** If you have a Dispute with Backpack Exchange, you agree to first contact Backpack Exchange through our Customer Support team to attempt to resolve any such dispute amicably. You agree to contact our Customer Support team at [support@backpack.exchange](mailto:support@backpack.exchange) before filing any arbitration claim or small claims action. You must complete the Formal Complaint Process before filing any arbitration or small claims action. If you do not complete it, then you agree that your claim or action must be dismissed from arbitration or small claims court. “Dispute” means any dispute, claim, controversy or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity, subject matter, interpretation, negotiation, termination or enforceability, and any dispute, claim, controversy or difference regarding any non-contractual obligations arising out of or in connection with the Services. All complaints will be handled in accordance with Backpack Exchange’s Complaints Handling Policy.

## 26. CHOICE OF LAW AND ARBITRATION

**26.1 DISPUTE RESOLUTION. IF YOU ARE A RESIDENT OF THE UNITED STATES, SECTIONS 26.1 THROUGH 26.6 SHALL APPLY TO YOU. IF YOU ARE A RESIDENT OF ANY OTHER JURISDICTION, SECTION 26.7 SHALL APPLY TO YOU.**

**26.2 Choice of Law and Forum Choice (US Residents Only).** These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in the “*Dispute Resolution for Individuals*” or “*Dispute Resolution for Entities*” Sections below, as applicable, the exclusive jurisdiction for all Disputes (defined below) that you and Backpack Exchange are not required to arbitrate will be the state and federal courts located in San Francisco, California, and you and Backpack Exchange each waive any objection to jurisdiction and venue in such courts.

**26.3 Dispute Resolution for Individuals (US Residents Only).** If you are an individual who uses the Services for yourself and not on behalf of an organization or entity, disputes with Backpack Exchange shall be resolved as set forth in this Section.

**26.3.1 Mandatory Arbitration of Disputes.** We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and Backpack Exchange agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Backpack Exchange are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

**26.3.2 Exceptions.** As limited exceptions to subsection (a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

**26.3.3 Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (the “**AAA Consumer Rules**”) then in effect, except as modified by these

Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Consumer Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org).

- 26.3.4** The arbitration will be conducted using remote conferencing technology (e.g., by videoconference), in person in San Francisco, California, United States or at some other location that we both agree to. Disputes that meet the requirements for desk arbitrations as set forth in the AAA Consumer Rules, may be resolved by the submission of documents only, as set forth in the AAA Consumer Rules, unless the Arbitrator decides that a hearing is necessary. . The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.
- 26.3.5** Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.
- 26.3.6** Injunctive and Declaratory Relief. Except as provided in subsection (b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

**26.4 CLASS ACTION WAIVER (US RESIDENTS ONLY).** YOU AND BACKPACK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, IF THE PARTIES' DISPUTE IS RESOLVED THROUGH ARBITRATION, THE ARBITRATOR MAY NOT CONSOLIDATE ANOTHER PERSON'S CLAIMS WITH YOUR CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS DISPUTE RESOLUTION SECTION SHALL BE NULL AND VOID.

**26.5 Severability (US Residents Only).** With the exception of any of the provisions in subsection (f) above ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or UNENFORCEABLE, the other parts of these Terms will still apply.

**26.6 Dispute Resolution for Entities (US Residents Only).** If you are accessing and using the Services on behalf of a company or other legal entity, any Dispute will be resolved exclusively accordingly to the process set forth in the "*Dispute Resolution for Individuals*" Section above, expressly including the class action waiver, except that, to the extent legally permitted, (a) each party will be responsible for their own filing, administrative, arbitral and similar fees, (b) the losing party will pay the prevailing party for all costs and attorney's fees, and (c) the AAA Commercial Arbitration Rules will apply to any arbitration between us.

**26.7 Arbitration (All Other Users).** In the event that the dispute is not resolved through your contact with Backpack Exchange Support, you agree to resolve any and all disputes by mandatory, binding arbitration administered by the Dubai International Arbitration Center, in accordance with the DIAC Arbitration Rules. For residents of all other jurisdictions, Sections 26.2 through 26.4 shall apply to

## **27. LIABILITIES & INDEMNIFICATION**

**27.1 Release of Backpack Exchange.** If you have a dispute with one or more users of the Services, you release Backpack Exchange, its Affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

**27.2 Indemnification.** You agree to indemnify and hold Backpack Exchange, its Affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees

and representatives (collectively “**Indemnified Parties**”), harmless from and against any claim, liability, demand, costs, expenses (including attorneys’ fees and any fines, fees or penalties imposed by any regulatory authority), damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses), actions (including any threatened actions), proceedings, demands, suits, investigations, (“Losses”) arising out of or related to (a) your access or use of the Platform or the Services; (ii) breach or anticipatory breach of this Agreement (including the Exchange Trading Rules); (iii) violation or anticipatory violation of Applicable Laws or rights of any third party; or (iv) Your Content. You will cooperate fully as required by the Indemnified Parties in the defense of any such claims and Losses. You will not settle any claims or Losses without Backpack Exchange’s prior written consent.

Backpack Exchange shall have the right to undertake, conduct and control, through counsel of its own choosing and at the sole expense of the user, the conduct and settlement of any third party claim.

**27.3 Limitation of Liability; No Warranty.** IN NO EVENT SHALL BACKPACK EXCHANGE, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (I) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED VIRTUAL ASSETS ASSOCIATED WITH YOUR VIRTUAL ASSET WALLET AT THE TIME OF THE EVENT OR CIRCUMSTANCE GIVING RISE TO YOUR CLAIM OR (II) FOR ANY LOST PROFITS, LOSS OF GOODWILL OR REPUTATION, LOSS OF DATA, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE PLATFORM OR THE SERVICES, OR THIS AGREEMENT, EVEN IF BACKPACK EXCHANGE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF BACKPACK EXCHANGE’S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT BACKPACK EXCHANGE FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE LESSER OF THE VALUE OF THE SUPPORTED DIGITAL ASSETS AT ISSUE IN THE TRANSACTION OR THE TOTAL VALUE OF THE SUPPORTED DIGITAL ASSETS ASSOCIATED WITH YOUR DIGITAL ASSET WALLET, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES ARISING OUT OF OR RELATING TO DIGITAL ASSETS THAT

ARE NOT SUPPORTED DIGITAL ASSETS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**27.4 NO WARRANTY.** THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BACKPACK EXCHANGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. BACKPACK EXCHANGE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE PLATFORM, ANY PART OF THE BACKPACK EXCHANGE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. BACKPACK EXCHANGE DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE SERVICES AND PLATFORM. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT BACKPACK EXCHANGE WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (I) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL ASSET PRICE DATA, OR ANY ERROR, DELAY OR INTERRUPTION IN THE TRANSMISSION OF SUCH DATA; (II) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR WEBSITES, SOFTWARE, SYSTEMS OPERATED BY US OR ON OUR BEHALF OR ANY OF THE SERVICES OR ANY WEBSITE OR SERVICE LINKED TO OUR WEBSITE; (III) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR WEBSITES, SOFTWARE, SYSTEMS OPERATED BY US OR ON OUR BEHALF OR ANY OF THE SERVICES; (IV) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT, OR (V) USER ERRORS SUCH AS FORGOTTEN PASSWORDS, INCORRECTED CONSTRUCTED TRANSACTIONS, MISTYPED WALLET ADDRESSES, SERVER FAILURE OR DATA LOSS CORRUPT FILES, UNAUTHORIZED ACCESS TO SERVICES, OR ANY THIRD PARTY ACTIVITIES INCLUDING VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST YOUR COMPUTER OR ANY BLOCKCHAIN NETWORK.

**27.5** LEGISLATIVE AND REGULATORY CHANGES OR ACTIONS AT THE DOMESTIC OR INTERNATIONAL LEVEL MAY ADVERSELY AFFECT THE USE, TRANSFER, ABILITY TO TRANSACT IN, AND VALUE OF VIRTUAL ASSETS, OR YOUR ACCESS TO, AND OUR ABILITY TO PROVIDE, THE SERVICES. YOU ACKNOWLEDGE AND ACCEPT THE RISKS THAT SUCH CHANGES MAY BRING AND THAT BACKPACK EXCHANGE IS NOT LIABLE FOR ANY ADVERSE IMPACT THAT THAT YOU MAY SUFFER AS A RESULT.

**27.6** Backpack Exchange will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and wire transfers are processed in a timely manner but Backpack Exchange makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

**27.7** The foregoing limitations of damages, liability and no warranty provisions set forth above in this Section 31 are fundamental elements of the basis of the bargain between Backpack Exchange and you.

## **28. GENERAL PROVISIONS**

**28.1 Entire Agreement.** This Agreement and the documents incorporated by reference herein comprise the entire understanding and agreement between you and Backpack Exchange as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), between you and Backpack Exchange. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

**28.2 Assignment.** We reserve the right to assign this Agreement and any of our rights and obligations hereunder without restriction, including without limitation to any Affiliates, or to any successor in interest of any business associated with the Services. In the event that Backpack Exchange is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. You may not assign this Agreement or any rights and/or licenses granted under this Agreement without Backpack Exchange's prior written consent. Any attempted transfer or assignment by you in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and insure to the benefit of the parties, their successors and permitted assigns.

**28.3 Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible and the validity or enforceability of any other provision of this Agreement shall not be affected.

**28.4 Survival.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Account cancellation, debts owed to Backpack Exchange, general use of the

Platform, disputes with Backpack Exchange, and general provisions, shall survive the termination or expiration of this Agreement.

**28.5 Governing Law (US Residents Only).** See Section 26.2.

**28.6 Governing Law (All Other Users).** You agree that the Law of the Emirate of Dubai, without regard to principles of conflict of laws, will govern this Agreement and subject to Section 26.7, you agree to submit to the exclusive jurisdiction of the Courts of Dubai.

**28.7 Force Majeure.** We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, pandemic, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

**28.8 Non-Waiver of Rights.** This Agreement shall not be construed to waive rights that cannot be waived under Applicable Laws, including applicable state money transmission Laws in the state or jurisdiction where you are located. In addition, our failure to insist upon or enforce strict performance by you of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of our right to assert or rely upon any such provision or right in that or any other instance.

**28.9 Relationship of the Parties.** Backpack Exchange is an independent contractor for all purposes. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between you and Backpack Exchange, or authorize you to act as agent of Backpack Exchange.

**28.10 Contact Information.** You are responsible for keeping your email address up to date in your account profile, and agree that any notices, disclosures or alerts which we may be entitled or required to send you (including any legal notice), will be validly delivered if sent to your email address on file.

## SCHEDULE A

### Specified Services and Service Providers

<b>Specified Service</b>	<b>Applicable Jurisdiction</b>	<b>Service Provider</b>
All services	Residents of the United Arab Emirates	Trek Labs Ltd FZE, a Dubai World Trade Center Free Zone entity licensed and regulated by the Dubai Virtual Assets Regulatory Authority (VARA) to provide Exchange Services in relation to Virtual Assets.
All services	Residents of Lithuania	Trek Labs UAB, a Lithuanian entity registered as a Virtual Currency Exchange Operator and Deposit Virtual Currency Monetary Operator with the Lithuanian Financial Crime Investigation Service (FCIS).
All services	Residents of Australia	Trek Labs Australia Pty Ltd, an Australian entity registered with the Australian Transaction Reports and Analysis Centre (AUSTRAC) as a Digital Currency Exchange (DCE) provider.
All services	Residents of the United States of America	Trek Labs, Inc., a Delaware corporation registered as a Money Services Business with the Financial Crimes Enforcement Network.
All other services	Residents of all other jurisdictions with respect to all other services not explicitly specified herein	Trek Labs Australia Pty Ltd, an Australian entity registered with AUSTRAC as a DCE provider.